

**ELECTRONIC DATA TRANSFER AGREEMENT**  
**Attachment 3 – IFB RFQ 21773**  
**Construction of the Round Hill Trail and Main Street Improvements**

THIS AGREEMENT is effective on the \_\_\_ day of September, 2019, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and \_\_\_\_\_, hereinafter referred to as the "Recipient" (collectively referred to as the "parties").

**WITNESSETH:**

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The County shall provide CAD files for the sole use of the Recipient to prepare bid documents in response to the County's Invitation for Bid Number RFQ 21773 for the Construction for the Round Hill to Franklin Park Trail and Main Street Improvement Projects.

By signing below, the Recipient agrees to be bound by this Electronic Data Transfer Agreement (Agreement) and to use our instruments of service, in CAD form, and identified in this Agreement as CAD Files, subject to this Agreement.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

**1.0 SCOPE OF AGREEMENT**

- 1.1 The County agrees to permit Recipient to access and the use of CAD Files prepared by Dewberry Engineers, Inc. and Stantec Engineers (CAD File Providers) for the Construction of the Round Hill to Franklin Park Trail and Main Street Improvement project in strict compliance with, and subject to, this Agreement. Recipient agrees: (a) to independently verify the accuracy, correctness and completeness of the CAD Files for Recipient's needs; (b) to remove the CAD File Providers name and logo from the CAD Files; and, (c) to assume the sole risk, responsibility and liability for use of the CAD Files. Recipient may not reuse the CAD Files or assign its rights or delegate its obligations under this Agreement without our prior written consent.
- 1.2 The County and CAD File Provider retain intellectual property rights in the CAD Files and grants Recipient only a limited license to use the CAD Files as stated in this Agreement. The license to use the CAD Files automatically terminates upon Recipient's breach of this File Agreement.

**2.0 TERMS AND CONDITIONS**

**2.1. Hold Harmless**

The Recipient shall indemnify and hold harmless the County, including its

officials and employees, from all liability, losses, costs, damages, claims, causes of action, and suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any act, error, omission, or breach of the applicable professional standard of care by the Recipient and/or its subconsultants. The Recipient agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

## 2.2 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or the United States District Court for the Eastern District of Virginia in Alexandria. Recipient expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Recipient expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

## 2.3 CAD File Provider Limitation of Liabilities

The CAD File Provider shall have no liability for any claims, losses, damages, injuries, costs or expenses of any kind or character whatsoever arising out of, resulting from or in any way connected with providing CAD files to the Recipient.

## 2.4 Warranty Disclaimer

The County and the CAD File Providers make no warranties, express or implied, regarding: (a) the CAD Files' accuracy, correctness or completeness; or, (b) the CAD Files' merchantability or fitness for a particular purpose or implied warranties arising from a course of dealing or usage of trade are expressly disclaimed.

**[SIGNATURES ON FOLLOWING PAGE]**

**COUNTY OF LOUDOUN, VIRGINIA**

Division of Procurement  
1 Harrison Street, S.E.  
Leesburg, VA 20175.

**RECIPIENT**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State zip: \_\_\_\_\_

Phone: (703) 777-0394  
Fax: (703) 771-5097

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

By: \_\_\_\_\_

Name: Christopher Bresley

Title: Contracting Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_